

**I.C. No. 16-018246, LONNIE LEMONS, Plaintiff, v. FORSYTH COUNTY SHERIFF'S  
OFFICE, Defendant-Employer, and PMA COMPANIES, Defendant-TPA**

THIS COMPROMISE SETTLEMENT AGREEMENT, A FINAL SETTLEMENT AND RELEASE, was made and entered into on the 4<sup>th</sup> day of April, 2018, by and between Plaintiff and Defendants.

Plaintiff's claim for his right shoulder was accepted by Defendants, and he has received all of the benefits to which he is entitled pursuant to the North Carolina Workers' Compensation Act, and those benefits will continue until the approval of this agreement by the North Carolina Industrial Commission.

[illegible]

rays were ordered of his cervical spine and right shoulder. X-rays were negative for acute injuries; however, C5-C7 had mild degenerative disc disease. Plaintiff was assessed with cervicalgia, an unspecific injury of the right shoulder, and a muscle strain of the low back. He was provided work restrictions and medication.

On March 29, 2016, Plaintiff returned to WFBH Occupational Medicine – Clemmons. He reported his symptoms were mostly unchanged, but improved. His primary complaints were for the right shoulder with extension into the bicep. He reported 3/10 pain. It was noted that Plaintiff had recently returned to work from a neck strain and indicated that his neck was fine. Plaintiff was prescribed Diclofenac.

On April 4, 2016, Plaintiff returned to WFBH Occupational Medicine – Clemmons. He reported improvement since his last visit and no pain. However, he did report an occupational popping noise in the right shoulder but denied neck pain. Plaintiff was assessed with improved acute cervicalgia and an improved injury of the right shoulder.

On April 12, 2016, Plaintiff returned to WFBH Occupational Medicine – Clemmons, reporting that his right shoulder was worsening. He reported tight 2/10 pain, and popping. It was noted that Plaintiff was working light duty. He was provided restrictions and medications. He was referred for an MRI.

On April 16, 2016, Plaintiff presented Wake Forest Baptist Imaging for an MRI of the right shoulder. The impressions of the MRI showed no acute rotator cuff tear, supraspinatus tendinopathy versus post-surgical changes, and moderate acromioclavicular joint osteoarthritis.



On April 21, 2016, Plaintiff returned to WFBH Occupational Medicine – Clemmons. He reported improvement since his last visit (0/10 pain). The MRI was reviewed and interpreted as normal. Plaintiff was released to full duty work without restrictions and assigned a 0% rating.

On October 18, 2016, Plaintiff presented to Dr. Jerome Jennings, of Jennings Orthopedic Associates. He reported pain, as well as tingling and numbness in the right hip and thumb. It was noted that his condition was allegedly from a closed workers' compensation claim. He was assessed with mononeuropathies of the right upper limb.

On November 18, 2016, Plaintiff presented for an EMG/NCS. The impressions of the examination were normal.

On December 8, 2016, Plaintiff returned to Dr. Jennings for his right thumb and shoulder. Plaintiff did not report pain. It was noted that a recent EMG/NCS was normal. Plaintiff was assessed with an injury to the digital nerve of the right thumb. Dr. Jennings opined that this was related to the original right shoulder injury. It was noted that Plaintiff was to be out of work from December 12 to December 13, 2016 for a foot wound. He was to return to work without restrictions on December 14, 2016.

On January 24, 2017, Plaintiff presented to Michele Hutchen, PA of Novant Health Mountainview Medical for medication refill. His hyperlipidemia was noted to be resolved. Plaintiff current medication listed included Fenofibrate, Norvasc and Zocor. He took Tylenol for pain.

On March 14, 2017, Plaintiff returned to Dr. Jennings for follow-up of his right shoulder and right thumb. He reported his pain had worsened and rated it 8/10. On examination, his right shoulder had no evidence of swelling, ecchymosis or deformity. Severe bicipital groove





tenderness was observed. He had full range of motion but had pain with abduction, internal rotation and extension. Speed's test was positive. Imaging was negative for any abnormal findings. No mentions of any degenerative changes were found. Plaintiff was assessed with bicipital tendinitis of the right shoulder. Plaintiff was instructed in a home exercise program.

On March 27, 2017, Plaintiff presented to Dr. Peter Dalldorf, of Guilford Orthopedic and Sports Medicine Center, for an IME of the right shoulder. It was noted that Plaintiff had been working regular duty. Plaintiff reported pain with overhead use of the arm. Plaintiff informed Dr. Dalldorf that about a month before his alleged injury he was doing some difficult work on his own and developed some back and shoulder pain. He reported receiving a shot in the buttocks for this pain and that the pain was completely resolved before the work-related injury. Plaintiff was assessed with right shoulder rotator cuff strain with tendinopathy and right thumb numbness. Dr. Dalldorf opined that Plaintiff likely injury his shoulder at work. Dr. Dalldorf recommended a subacromial injection and physical therapy. He did not believe Plaintiff was currently at MMI.

On June 19, 2017, Plaintiff presented to Vickie Bowlin, LPN of Novant Health MountainView for right lower quadrant pain. Plaintiff also complained of acute pain of right shoulder. He stated that his right lower quadrant/flank was more painful than lower quadrant abdominal and back pain. He stated his pain would start higher then seemed to move lower. Small amount of blood was present in his urine that he believed it to be secondary to this. Plaintiff stated that his diet was not what he wanted it to be but he had significant stress at work which played a role in his health. PA Bowlin believed Plaintiff had a renal stone. CT was ordered and a NSAID was ordered for pain.



On July 10, 2017, Plaintiff presented to Dr. Jesse Chandler, of Guilford Orthopedic and Sports Medicine Center, for an IME. Dr. Chandler opined that Plaintiff's pain was likely related to his rotator cuff as well as rotator cuff tendinosis and impingement. He opined that Plaintiff likely had some partial-thickness tearing as well. Dr. Chandler recommended conservative management including injections and physical therapy. If Plaintiff did not see improvement, an arthroscopy may be recommended. Plaintiff received an injection. He was allowed to continue working full duty.

On July 11, 2017, Plaintiff presented to the emergency department at Forsyth Medical Center reporting a reaction to a cortisone injection received on July 10. It was noted that Plaintiff was being treated for increased heartrate and hypertension. Plaintiff was assessed with hypertension and tachycardia. It was noted that his symptoms were suspected to be related to the injection.

On July 14, 2017, Plaintiff returned to WFBH Occupational Medicine – Clemmons, for follow-up of his elevated heartrate following his recent injection. Plaintiff was assessed with an adverse reaction to injection. He was restricted from strenuous or stressful work until recheck. Plaintiff returned the following day and was instructed to continue with Lisinopril.

On July 17, 2017, Plaintiff returned to Dr. Chandler. Plaintiff explained that he went to the emergency room and his blood pressure was 200/150 with a heart rate of 120. Plaintiff was recommended to continue physical therapy. He was allowed to continue full duty work from an orthopedic standpoint. According to the NCM notes, Plaintiff called his work and they explained that if the "no stressful work condition restriction" was not removed, he could not return to work.



On August 16, 2017, Plaintiff returned to Dr. Chandler. It was noted that Plaintiff had failed conservative treatment. Dr. Chandler recommended a diagnostic arthroscopy with treatment as indicated with likely debridement of partial thickness rotator cuff tear, possible debridement versus biceps tenodesis for biceps pathology, and subacromial decompression.

On September 11, 2017, Plaintiff returned to Dr. Chandler for a right shoulder rotator cuff repair, right shoulder subacromial decompression, and right shoulder debridement type I SLAP tear.

On September 20, 2017, Dr. Chandler referred Plaintiff to physical therapy per rotator cuff protocol. On the same date, Dr. Chandler approved a light duty job beginning two weeks post-operation.

On October 11, 2017, Plaintiff returned to Dr. Chandler for post-surgical follow-up. He returned before his scheduled appointment and stated that his shoulder had become more sore and painful. Plaintiff felt that physical therapy was too aggressive. He requested an anti-inflammatory. He also reported that his neck on the right was sore as well. He explained that he had prior neck pain but felt that his neck was exacerbated by his position at work. Significant inflammation that caused more pain and guarding on participation in the range of motion stretches. Dr. Chandler discussed that physical therapy had aggravated his shoulder. Plaintiff was to complete range of motion stretches, continue physical therapy and was prescribed diclofenac. He was restricted to dry work only with "no heat exposure, etc." He was to return to work per policy specialist job description. He was okay to drive in 5 days.

On November 1, 2017, Plaintiff returned to Dr. Chandler reporting stiffness in the hand and wrist with radiation down the arm. Dr. Chandler opined that everything appeared fine. A



Medrol Dosepak was recommended to calm down any residual inflammation in the hand and stiffness and irritation of the nerves. Plaintiff was allowed to continue working in a restricted capacity in the position previously approved by Dr. Chandler. A letter was sent to Dr. Chandler dated the same day from Plaintiff's counsel that requested the medical probability that his symptoms were related or aggravated by his work injury. In response, Dr. Chandler reported his neck, arm and hand was likely related to postoperative swelling and his sling use was related to his shoulder surgery. He continued that no further work-up was necessary and symptoms should resolve on its own.

On December 6, 2017, Plaintiff returned to Dr. Chandler. It was noted that Plaintiff was very frustrated that he felt his neck pain had been adequately addressed. He reported a lot of neck and wrist pain as well as numbness and burning in the thumb. Plaintiff reported that these were all exacerbated since the injury. Dr. Chandler opined that Plaintiff's right thumb condition had nothing to do with his rotator cuff pathology. As far as the right shoulder, Plaintiff was allowed to progress to lifting up to 10 pounds.

On December 12, 2017, Plaintiff presented to Dr. Henry Pool, of Carolina NeuroSurgery & Spine, for a second opinion as to this neck pain. Plaintiff attributed this pain to his March 2016 accident. He reported that he had an immediate onset of both shoulder and neck pain. He reported that since that time he has had chronic numbness of the right thumb. Dr. Pool expressed concern that Plaintiff may have injured his cervical spine with the original work-related accident. An MRI of the cervical spine was recommended.

On December 21, 2017, Plaintiff presented to Greensboro Orthopedics for MRI of his cervical spine. At C5-6, a large right posterolateral protrusion completed by endplate spurs





deformed and rotated the cord was noted. His Right C6 root was displaced. C6-7 small bilateral posterolateral protrusions were noted as well and severe right foraminal stenosis were found due to uncovertebral spurs at the same level. Mass effect on C7 roots with right more severe than the left and slight disc bulge with endplate spur without cord deformity at C6-7 were noted as well.

On January 4, 2018, Plaintiff presented to Henry Pool MD., of Carolina Neurosurgery & Spine Associates with continued neck pain with radiation into his right upper extremity. He had symptoms of numbness and paresthesias that extended into the radial aspect of his right forearm and hand. He rated his pain at 3/10. Dr. Pool reviewed his MRI and noted it demonstrated evidence of a significant rightward C5-6 disc herniation with compression of the right lateral aspect of the spinal cord and exiting right C6 nerve root. He had some early spondylitic changes at C5-6 without evidence of significant stenosis or marked foraminal stenosis. The remainder of the cervical spine looked healthy and normal. Dr. Pool discussed operative and non-operative treatments. Plaintiff wished to proceed with surgery. Dr. Pool described his injury was work-related.

On January 17, 2018, plaintiff returned to Guilford Orthopedics where he saw Dr. Chandler. Plaintiff was discharged from therapy and scheduled for surgery on his neck with Dr. Poole in two weeks. Plaintiff was given home exercises and a follow up was set for 8 weeks after he had recovered from his neck surgery. Plaintiff was given a 20 pound lifting restriction.

On February 1, 2018, Plaintiff presented to Greensboro Specialty Surgical Center for total disc arthroplasty including discectomy at C5-6. Significant sub-acute appearing disc herniation biased towards the right was noted. No complications reported.



On February 13, 2018, Plaintiff returned to Dr. Pool for postoperative visit. Dr. Pool was happy with his progress. On examination, his incision was clean and dry. His musculoskeletal and neurological examinations were normal. Plaintiff was to return in 2 weeks pending X-rays. No mention of work status was noted.

On February 28, 2018, Plaintiff returned to Dr. Pool. No medical note was found. However, Plaintiff was to return to work without restrictions.

On March 14, 2018, Plaintiff returned to Dr. Chandler. Plaintiff reported improvement in his neck pain but no difference in the nerve symptoms going into his hand. He still noted numbness in this thumb and described some numbness in his index and long finger. Plaintiff continued by stating that he believed that his therapist caused injury to his shoulder early in his recovery. On examination, his right shoulder showed mild residual stiffness with forward flexion at 170 degrees, external rotation to the side was 40 and internal rotation up the back pocket. He had excellent strength. Dr. Chandler stated he had tried to explain again that his symptoms had nothing to do with his rotator cuff tear. Plaintiff was concerned that there was some injury to his shoulder. Dr. Chandler noted that Plaintiff had a previous EMG, but he never saw the results. Plaintiff was of the mindset that he was not able to return to work after this injury. An EMG and MRI of the right upper extremity were ordered. He was restricted to lifting more than 20 pounds in both hands.

On March 21, 2018, Plaintiff underwent a MRI of his right shoulder at Wake Forest Baptist Center. Imaging was positive for postoperative changes of supraspinatus tendon repair without re-tear, low-grade articular surface fraying of the infraspinatus footplate, moderate teres



minor fatty atrophy, Mild intracapsular biceps tendinosis, prior subacromial decompression and mild subacromial/subdeltoid bursitis.

On March 28, 2018, Plaintiff presented to Eliot Lewit of Lewit Headache & Neck Pain Clinic for electrodiagnostic consultation and EMG. He complained of neck, right shoulder and right thumb discomfort. He had a feeling of numbness that involved the first 2 digits of his right hand and occasionally his entire right hand. His right arm felt weak, even though his physical exam noted full strength. Neurologic examination of his upper extremities revealed decreased sensation to light touch that involved the first digit of his right hand and the distal aspect of the second digit of his right hand compared to the left. After reviewing his EMG results, Dr. Lewit stated there was evidence of a mild right median neuropathy with involvement at the wrist area. It was consistent with a diagnosis of right carpal tunnel syndrome. There was no electrodiagnostic evidence of a right cervical radiculopathy.

On April 9, 2018, Plaintiff returned to Dr. Chandler for re-evaluation. Plaintiff's restrictions were removed and he was told to return to full duty. No impairment rating was given and no medical record was found of this visit.

The parties expressly understand and agree that the foregoing paragraphs concerning Plaintiff's medical treatment are intended only as a summary of the course of that treatment. The examinations, evaluations, and treatment received by Plaintiff are more fully set forth in the medical and rehabilitation reports submitted to the North Carolina Industrial Commission along with this agreement as Exhibit A. Plaintiff and Defendants certify that such exhibit contains all medical and rehabilitation reports relative to Plaintiff's March 25, 2016 injury of which they now have knowledge and possession. The contents of those reports are incorporated here by reference

as if fully set forth. The parties further certify that Exhibit A constitutes a full and complete copy of all relevant and material medical, vocational, and rehabilitation reports known to exist as required by N.C.G.S. § 97-82 and 04 NCAC 10A .0502. Plaintiff acknowledges that Defendants have agreed to the terms of this settlement and will make the payments called for reasonably relying upon that certification. The parties to this agreement waive further hearings before the North Carolina Industrial Commission and, in presenting this agreement for approval, represent that they have made available to the Commission with said agreement all relevant and material medical, vocational, and rehabilitation reports known to exist. In this connection, the parties stipulate and agree to waive any rights they may have to contest the approval of this agreement based upon any failure to provide copies of medical, vocational, or rehabilitation records to the Industrial Commission with this agreement for approval.

Since his injury, Plaintiff has returned to a job or position at the same or greater average weekly wage as was being earned prior to the March 25, 2016 injury, but he has since voluntarily resigned.

By signing this document, Plaintiff, by and through counsel, certifies to Defendants and to the North Carolina Industrial Commission that he makes no further claim for total or partial wage loss as a result of his March 25, 2016 injury.

Plaintiff contends that he sustained a compensable accident arising out of and in the course of his employment or a compensable occupational disease, and is entitled to substantial benefits under the North Carolina Workers' Compensation Act, including, but not limited to compensation for time off work and treatment of his right shoulder, thumb and neck.

Defendants contend that Plaintiff has reached maximum medical improvement and is able to work, that he is not entitled to all of the benefits now being claimed, and that, at most, his future entitlement to benefits is limited to those payable for a possible permanent partial impairment rating which was never addressed by his doctors.

The parties have conferred together, at a mediated settlement conference conducted by Collins Barwick on April 10, 2018, Plaintiff being represented by Deuterman Law Group, Attorneys of Winston Salem, North Carolina, and Defendants being represented by Goldberg Segalla, LLP, Attorneys of Raleigh, North Carolina, and have decided that it is in the best interests of all concerned to enter into an agreement where all matters and things in controversy arising out of the March 25, 2016 injury would be settled with the payment to Plaintiff of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), with THREE THOUSAND DOLLARS (\$3,000.00) of the SEVENTY FIVE THOUSAND DOLLARS to be paid as an advance upon Plaintiff signing the settlement agreement with the remaining SEVENTY TWO THOUSAND DOLLARS (\$72,000.00) to be paid in one lump sum, without commutation, in settlement of all claims under the North Carolina Workers' Compensation Act arising prior to the date of this agreement, whether asserted or unasserted. This sum represents the settlement of a disputed matter and not an admission of liability, and is in lieu of any disability or other workers' compensation benefits, including but not limited to those which might otherwise have been claimed for a change in condition or progression of any condition which might develop in the future, medical, death or any other benefits, which are or may be due Plaintiff, his dependents, his estate or any other representative of Plaintiff now or at any time in the future pursuant to the North Carolina Workers' Compensation Act. The parties and their respective counsel also



stipulate and agree that this settlement is fair and just, that the interests of all parties and of any person or entity, including a health benefit plan, that paid any of the medical expenses of Plaintiff have been considered, and that there is a need for finality in this litigation.

Plaintiff-Employee contends that he suffered significant injuries to his neck, right shoulder and right thumb, which may have permanently and totally disabled him from any further gainful employment.

Plaintiff-Employee's date of birth is /                  3, and he is currently forty-nine (49) years old, which calculates a statutory life expectancy under N.C.G.S. §8-46 of 30.2 years, or 362.4 months, or 1,570.4 weeks.

Defendants agree to pay or cause to be paid to Plaintiff-Employee, the lump sum of Seventy-Five Thousand (\$75,000.00) dollars in full and final settlement of all compensation due or to become due under and by virtue of the North Carolina Workers' Compensation Act and this is the only payment to which the employee will be entitled for his entire life for the injury described herein above. This sum is strictly in consideration of Plaintiff-employee's future lost wages and future medical expenses. No part of the consideration paid by the Defendants in the settlement of this claim is for medical expenses paid by a group health insurance carrier, or paid by any other entity. Accordingly, the payments described herein below are deemed and intended by the parties to be lifetime payments pro-ratable over the Plaintiff's expected remaining lifetime beginning the day after this agreement is approved by the Industrial Commission.

The parties and their respective counsel also stipulate and agree that this settlement is fair and just, that there is a need for finality in this litigation, and that the interests of all parties and

of any person or entity, including a health benefit plan, that paid any of the medical expenses of employee have been considered.

It is anticipated that Eighteen Thousand Seven Hundred Fifty (\$18,750.00) dollars of this Seventy-Five Thousand (\$75,000.00) dollar sum shall be paid to Plaintiff-Employee's counsel, leaving a total net recovery to Plaintiff-Employee of Fifty-Six Thousand Two Hundred Fifty (\$56,250.00) dollars as compensation for future wage loss over the Plaintiff-Employee's remaining lifetime and in lieu of those periodic workers' compensation benefits to which the Plaintiff-Employee may be or could have become entitled as a result of the injuries described herein above. This payment shall be allocated to the Plaintiff-Employee's expected lifetime beginning the day after this agreement is approved by the Industrial Commission. This sum shall be paid in lieu of all wages which may have been earned by the Plaintiff-Employee over the remaining 30.2 years, or 362.4 months, or 1,570.4 weeks of his life at the rate of \$155.22 per month, or \$35.82 per week.

The parties have considered Medicare's interests with regard to the settlement of the medical portion of this claim, as required under the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2), *et seq.*, and the current MSP regulations, codified at 42 C.F.R. § 411.20, *et seq.*

The parties have considered whether Medicare has made any payment, conditioned upon possible reimbursement, for medical services allegedly related to the March 25, 2016 injury, for which Defendants may be deemed responsible by Medicare as a primary payer. Plaintiff represents and stipulates that Medicare has not paid any medical bills whatsoever, whether associated with the March 25, 2016 injury or otherwise, because Plaintiff is not a Medicare beneficiary and is not Medicare eligible. Accordingly, the parties rely upon Plaintiff's

representation that Medicare has not made any payment for medical care on behalf of Plaintiff and there is no possible Medicare conditional payment issue. Plaintiff agrees to hold Defendants harmless for any loss of Medicare benefits or for any recovery the Centers for Medicare and Medicaid Services (CMS) and/or the Benefits Coordination & Recovery Center (BCRC) may pursue based upon any incorrect or inaccurate information provided by Plaintiff. Plaintiff further agrees that based upon the parties' consideration of Medicare's reimbursement rights in the negotiated terms of this settlement, there is no valid right to a private cause of action for damages because Defendants have not failed to provide for primary payment and/or appropriate reimbursement.

The parties have further agreed to resolve the portion of Plaintiff's claim involving future medical treatment. It is not the intention of the parties to this agreement that responsibility for future medical treatment related to the March 25, 2016 injury will be shifted from Defendants to Medicare or the federal government. The parties understand that in certain circumstances, a Workers' Compensation Medicare Set-Aside Arrangement (WCMSA) may be necessary to protect the interests of Medicare and/or Plaintiff as a current or future Medicare beneficiary in conjunction with the full and final settlement of a workers' compensation claim. The parties have considered and evaluated whether a WCMSA should be established in this case. Considerable attention has been given by all parties to Plaintiff's potential for future entitlement to such benefits and reasonable consideration of Medicare's interest.

The parties further understand that the submission of a settlement to CMS is never mandatory and that the current workload review thresholds, as set forth in CMS Memorandum dated May 11, 2011, includes only settlements in which (I) a Plaintiff is currently a Medicare

beneficiary and the total settlement amount is greater than \$25,000.00 ("Class I"); or (II) the Plaintiff has a "reasonable expectation" of Medicare enrollment within 30 months of the settlement date and the anticipated total settlement amount for future medical expenses and disability/lost wages over the life or duration of the settlement agreement is expected to be greater than \$250,000.00 ("Class II"). According to the CMS memorandum dated April 22, 2003, a reasonable expectation of Medicare enrollment includes (a) the individual has applied for Social Security Disability Benefits; (b) the individual has been denied Social Security Disability Benefits but anticipates appealing that decision; (c) the individual is in the process of appealing and/or re-filing for Social Security Disability Benefits; (d) the individual is 62 years and 6 months old (i.e., may be eligible for Medicare based upon age within 30 months); or (e) the individual has an End Stage Renal Disease (ESRD) condition but does not yet qualify for Medicare based upon ESRD.

Based upon the current CMS workload review thresholds, the parties understand that a WCMSA may not be submitted to CMS for review under "Class II" because there is no reasonable expectation of Medicare enrollment within 30 months of settlement and the amount of settlement is less than \$250,000.00.

Based upon the material and relevant medical records, the parties do not anticipate any further medical care will be necessary or recommended for the March 25, 2016 injury. Furthermore, a WCMSA would not be reviewed by CMS, even if voluntarily submitted, because the settlement does not meet the current workload review thresholds. Therefore, based upon the existing criteria and suggested guidelines presently in effect, the parties believe that a WCMSA

is not necessary or required to protect Medicare's interests and no portion of this settlement should be apportioned to fund a WCMSA.

Defendants have paid all undisputed medical expenses related to Plaintiff's March 25, 2016 injury to the right shoulder, a list of which is attached as Exhibit B. However, there are medical expenses that Plaintiff contends are related to his March 25, 2016 injury to his thumb and neck that have not been paid by Defendants because those expenses are disputed, a list of which is attached as Exhibit C. The party responsible for payment of a disputed medical expense, if any, as listed in Exhibit C, will notify the respective unpaid medical provider in writing of its responsibility to pay. The parties and their respective counsel stipulate and agree that the positions of all parties to this agreement are reasonable as to the payment of medical expenses. Any obligation of any party to pay an unpaid disputed medical expense pursuant to a settlement agreement does not require payment of any medical expense in excess of the maximum allowed under N.C.G.S. § 97-26.

Plaintiff certifies that any and all known liens or potential liens involving Medicare, Medicaid, the Internal Revenue Service, Child Support Enforcement, or other agencies of federal, state or local government have been revealed to Defendants, and Plaintiff agrees to hold harmless Defendants regarding any such liens. The parties acknowledge that Plaintiff's certification contained in this paragraph is a material representation relied upon by Defendants in entering into this agreement.

Plaintiff has agreed to settle his case for less than the full amount of reasonably anticipated future benefits for a variety of reasons. Settlement will provide for a known amount of recovery, eliminating uncertainty as to the future, such as the possibility that Plaintiff will die

in an accident or from an unrelated health problem. Further, Plaintiff will derive emotional benefit from the elimination of the workers' compensation system from his life and from the increased control he will have over his medical treatment and other aspects of his life.

Plaintiff represents to the North Carolina Industrial Commission that by execution of this agreement, he knowingly and intentionally waives his right to further benefits under the North Carolina Workers' Compensation Act, but it is agreed that no rights other than those arising under that Act are compromised or released by this Agreement.

The parties acknowledge that any opinions stated by physicians or other medical providers regarding the nature and extent of Plaintiff's medical condition and disability are opinions, not facts, and that, to the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Plaintiff further acknowledges that his condition may be progressive and that recovery is uncertain and indefinite. Accordingly, Plaintiff and Defendants agree that they will not seek to set aside this settlement agreement in the future on the basis that any party, in entering into this agreement, relied on incorrect statements or opinions from physicians or other medical providers regarding the diagnosis or prognosis of any injury, whether now known or unknown, resulting from the March 25, 2016 injury.

Defendants agree to pay all costs incurred, as that term is currently defined by the North Carolina Industrial Commission and agree to waive all credits for Plaintiff's share of North Carolina Industrial Commission fees.

Plaintiff agrees that in making this Agreement, he was not influenced by any representations or statements regarding his condition, the nature of his injuries, or any other matters concerning his claim before the North Carolina Industrial Commission, made by any

person, firm, corporation, physician, or surgeon acting for or on behalf of Defendants; that the facts in connection with his employment and with his resulting injuries and impaired physical condition, if any, are fully known, understood, and comprehended by Plaintiff, and that his rights under the Workers' Compensation Act are thoroughly and completely understood by him.

In consideration of the compensation payments recited, and the medical benefits which shall be paid upon approval of the North Carolina Industrial Commission, Plaintiff has and does release and forever discharge not only for himself but also for his heirs, next of kin, and/or personal representative(s) and Defendants of and from any and all and every manner of action and actions, cause or causes of action, suits, debts, dues and sums of money, judgments, demands, and claims, which against Defendants, he ever had or may have by reason of or growing out of the terms and provisions of the North Carolina Workers' Compensation Act, on account of the March 25, 2016 injury, which give rise to this claim for compensation and for any subsequent disability sustained by him, or medical bills incurred by him.

Plaintiff expressly agrees that any and all rights which he may have or which may arise as a result of any change of condition under and by virtue of the provisions of Chapter 97 of the North Carolina General Statutes, giving him the right to reopen this claim for compensation or medical benefits at any time within two years from the date of the last payment of compensation under an Award by the North Carolina Industrial Commission are waived, and Defendants are expressly and particularly released from any and all further liability to him by reason of any right or claim Plaintiff, Plaintiff's heirs, next of kin, and/or personal representative(s) may have, or which may arise, to reopen this action and claim further benefits, whether compensation, medical, or otherwise.

All parties to this agreement specifically stipulate that the North Carolina Industrial Commission may consider the matters now before it in passing on this compromise agreement, subject to the conditions previously stated. This agreement is made expressly subject to the approval of the North Carolina Industrial Commission by its award duly issued, and the same shall be binding upon all parties when approved by said Commission. All parties further agree that, in the event the North Carolina Industrial Commission does not approve this agreement, nothing contained here shall be construed as an admission of liability in any future proceedings before the North Carolina Industrial Commission or any other tribunal.

It is further understood that the rights and remedies of Plaintiff against Defendants as a result of Plaintiff's employment and his March 25, 2016 injury are governed and controlled by the North Carolina Workers' Compensation Act, and that all of such rights are being compromised, adjusted and forever resolved.

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By the signatures below, Plaintiff and Defendants accept the terms of the settlement described here.

Lonnie L. Lemons  
LONNIE LEMONS, Plaintiff

Consented To:

Zachary B. Marquand  
Zachary B. Marquand  
Attorney for Plaintiff  
North Carolina State Bar No. \_\_\_\_\_

NORTH CAROLINA  
Forsyth COUNTY

Personally appeared before me this 3 day of May, 2018, Lonnie Lemons, who, being first duly sworn, acknowledged the execution of the foregoing agreement for the purposes and considerations therein expressed.

My Commission expires:

10/23/2022

VANESSA L RAMOS  
NOTARY PUBLIC  
DAVIDSON COUNTY, NC  
My Commission Expires Oct. 23, 2022

Vanessa L. Ramos  
Notary Public

FORSYTH COUNTY SHERIFF'S OFFICE,  
Defendant-Employer

BY:

Gregory S. Horner  
Gregory S. Horner  
North Carolina State Bar No. 35346

PMA COMPANIES,  
Defendant-TPA

BY:

Gregory S. Horner  
Gregory S. Horner  
North Carolina State Bar No. 35346